

DE-SOL-0000638  
Questions & Answers I-2 through I-3  
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**Question I-2:** Section I.167: Ambiguity exists in the RFP with the inclusion of both I.124 (DEAR 952.231-71(Insurance-litigation and claims)) and I.167 (FAR 52.228-7 (Insurance - Liability to Third Persons)). Please delete FAR 52.228-7, as this is a DOE contract and DEAR 952.231-71 is required to be included for the cost-re task order per 48 CFR 931.205-19--not FAR 52.228-7.

**Answer:** Reference Section I, Contract Clauses. The resultant contract will be governed by both the FAR and the DEAR clauses.

**Question I-3:** Section I.103: Please delete FAR 52.246-13 (Inspection - Dismantling, Demolition, or Removal of Improvements) from Section I (I.103), because the clause inappropriately places the risk of loss on the Contractor for damage to property caused by defective workmanship. Specifically, this clause (52.246-13) should be deleted because (i) it conflicts with the Government's assumption of the risk of loss of property under 52.245-1, and (ii) conflicts with the explicit cost-reimbursement inspection clauses in RFP, E.6 (FAR 52.246-3 Inspection of Supplies - Cost-Reimbursement) and E.7 (FAR 52.246-5 Inspection of Services - Cost-Reimbursement) under which re-performance is an allowable cost but without additional fee/profit. Also, even for Fixed Price task orders, the RFP already includes E.3 (FAR 52.246-2 Inspection of Supplies - Fixed-Price) and E.4 (FAR 52.246-4 Inspection of Services - Fixed-Price) that requires contractors to re-perform defective performance without additional cost to the Government. If DOE does not remove this conflict and ambiguity from the contract by deleting FAR 52.246-13, please confirm that FAR 52.246-13 will only apply to fixed price contracts and then move the clause from Section I to Section E (Inspection and Acceptance) of the RFP.

**Answer:** Reference Section I, Contract Clauses. FAR 52.246-13(Inspection - Dismantling, Demolition, or Removal of Improvements) would apply to work requiring dismantling, demolition, or removal of improvements. This clause does not apply to fixed price contracts only. There is not a conflict with the clauses cited above in the question.